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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Resale Notification dated 17th February 1933.

It is hereby notified for general information, that the exclusive right of collecting Minor Forest Produce, on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and plantations, from the date of confirmation of the sale to 30th June 1934 in the undermentioned taluks will be sold by public auction by the Deputy Commissioner, Bangalore District or by the Assistant Commissioner deputed by him assisted by the District Forest Officer, Bangalore District, or any officer deputed by him, at the risk of the original contractor, as he has failed to pay up the khist amount due on 1st February 1933, and adhere to the terms of the lease.

Taluks	Place of sale	Date of sale
Anekal Channapatna Dodballapur Hoskote Kankanhalli Devanhalli Nelamangala Magadi Closepet	Deputy Commissioner's Office, Bangalore.	15th March 1933, 3 P.M.

For conditions of sale and other particulars, *vide* the notification, dated 16th February 1932 published on pages 184 and 185, Part VI of the *Mysore Gazette*, dated 25th February 1932.

P. KRISHNASWAMI RAO,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 14th February 1933.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer at 2 P.M. on the date noted against the depots under the following conditions:—

Name of depot	Date of sale	Teak	Mathi	Honne	Bite	Other kinds	Remarks
Hommergalli	9th March 1933 ..	1,500	...	...	...	...	More or less
Metikuppe	10th March 1933 ...	1,500	...	...	...	...	
Antharsanthe	24th March 1933 ...	6,000	...	...	...	...	
Sargur	22nd March 1933 ...	4,000	...	...	...	...	

N.B.—Timber pertaining to defaulters of previous sales will also be sold.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to be reasonable and to proceed for the recovery of the balance, from the defaulter, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30th June 1933. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depôt unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed inclause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged at 9 per cent on all belated payments (from the date of their falling due up to the date of payment).

C. A. JABBAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Timber Sale Notification dated 10th February 1933.

The attention of the public is invited to this office detailed notification, dated 10th February 1933, regarding the timber sales to be held on 7th March 1933, published on pages 176 and 177, Part VI of the *Mysore Gazette*, dated 16th February 1933.

Gallnut Sale Notification, dated 11th February 1933.

The attention of the public is drawn to this office detailed sale notification, dated 11th February 1933, to be auctioned on 3rd March 1933, at Arsikere published on page 177 and 178, Part VI of the *Mysore Gazette*, dated 16th February 1933.

A. V. KESHAVIENGAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Noification dated 14th February 1933.

The attention of the public is invited to the timber sale notification at Shikarpur Depot on 9th March 1933 published on pages 212 to 213, Part VI of the *Mysore Gazette*, dated 23rd February 1933.

RE-SALE OF BAMBOOS.

Notification dated 16th February 1933.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Shimoga Division, for the Calendar year 1932, will be sold by public auction by the Sub-Division Forest Officer, Ayanur Sub-Division, Ayanur, on the dates and places and subject to the conditions mentioned below:—

Name of Range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
Ayanur ...	Kumsi ...	Tirugavinadu F. S.	...	5,000	Ayanur ...	18th March 1933	The boundaries of working circles will be made known at the time of sale.
Rippenpet ...	Masrur ..	...	5,000	10,000	Rippenpet	15th March 1933	
	Horahilu ...	...	5,000	...			

The sale will commence at 2 P.M. precisely, on each day, if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Thangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at three pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1933.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates together with cesses thereon.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*m*) Interest at 9 per cent will be recovered on all over due payment.

SALE OF TIMBER.

Notification dated 17th February 1933.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots by the Sub-Division Forest Officer, Sagar Sub-Division, on the dates noted against each depot :—

Serial No.	Name of Depot	Date of sale	Kind of Timber	Quntitity in C.ft.	Remarks
				C.ft.	
1	Sagar Depot ...	11th March 1933 ...	Teak ...	200	More or less.
			Nandy ...	2764	
			Honne ...	340	
			Hebbhalasu ...	1200	
			Other kinds ...	1000	
				5504	"
2	Jog Frontier Depot ...	10th do ...	Nandy and Surhonne Scantlings,	1000	
			Mavu planks ...	50	
				1050	"
3	Shakunavalli ...	17th do ...	Teak ...	1000	
			Other kinds ...	100	
				1100	"
4	Anavatty ...	16th do ...	Teak ...	300	
			Other kinds ...	100	
				400	"
5	Shivakoppa ...	15th do ...	Devadari ...	1050	
			Hebbhalasu ...	200	
			Nandy ...	1000	"
			Other kinds ...	1500	
				3750	

N.B.—The quantities advertised are approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs 200. Should any purchaser fail to comply with this rule, the intitial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the intial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of succeful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1933.) The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the deposit. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1933. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent per annum from the date of their falling due up to the date of payment.

Notification dated 23rd February 1933.

It is hereby notified for General information, under section 40 of the Mysore Forest Regulation, that the undermentioned timber found unclaimed in S. No. 27 Kan of Chitrattehalli village, Sorab Taluk, has been taken to the charge of the Department. This timber bears no sold stamp or other property mark. Persons having any right to the said timber are hereby requested to prefer their claims to the undersigned within a month from the date of publication of this Noitfication and establish the same, failing which the timber will lapse to Government.

Sl. No.	Kind of timber	Length, Girth, Cft.
1	Kayi Halsu	13′ x 5″ x 5′ x 4″—24
2	Do	11-4 x 5-2—19
3	Nyvala	13-3 x 3-11—13
4	Kayi Halsu	7-6 x 7-3—25
5	Do	12-3 x 6-4—31
6	Nandi	10-0 x 5-9—21
7	Do	10-0 x 4-6—13
8	Do	16-0 x 6-0—36

MOHAMED PIR,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated the 20th February 1933.

The attention of the public is invited to the detailed Bamboo Sale Notification, calling for tenders, for the purchase of small and big bamboos of Narasimharjapura Sub-Division for the calender year 1933, fixed for the 15th March 1933, published of pages 213 to 214 Part VI of the *Mysore Gazette*, dated 23rd February 1933.

Abstract Notification dated 11th February 1933.

The attention of the public is invited to the detailed resale notification of Tangadi and Kakke lease of Channagiri Taluk for the year 1931-1933, published on pages 179, Part VI of the *Mysore Gazette*, dated 16th February 1933.

H. V. RANGASWAMIENGAR,
District Forest Officer.

KADUR DIVISION.

Abstract Notification, dated the 9th February 1933.

The attention of the public is invited to the detailed Notification, regarding the sale of the right of collecting Cinnamon leaves in Mudgere Taluk for distilling Oil, published on pages 181 and 182, Part VI of the *Mysore Gazette*, dated 16th February 1933.

K. REVANNA,
District Forest Officer.

ENGINEERING DEPARTMENT.

OFFICE OF THE ASSISTANT ENGINEER, HEADQUARTER RANGE, BANGALORE.

Abstract Notification dated 20th February 1933.

The attention of the public is invited to the notification calling for tenders for "Constructing a new Building for locating the Urdu Middle School at Hebbal, for Mysore State Troops, Bangalore, published on pages 223 to 124, of Part VI of the *Mysore Gazette*, dated 23rd February 1933. The last date for the receiving tenders is 10th March 1933.

Abstract Notification dated 14th February 1933.

The attention of the public is invited to the notification calling for tenders for "Providing separate accommodation for Saggar making, drying and moulding sections and providing expanded metal on either side of the verandah of the drying house attached to Procelain Factory, Bangalore, published on pages 200 to 201, Part VI of *Mysore Gazette*, dated 23rd February 1933. The last date for receiving tenders is 3rd March 1933.

Notification dated 25th February 1933.

1. Fresh sealed tenders will be received at the Office of the Assistant Engineer, Head Quarter Range, Bangalore, up to 3 P. M., on 10th March 1933 for leasing out the right to run the Coffee Club at the site (now occupied by Mr. Vasudeva Rao, Proprietor) in the compound of the District Office, Bangalore.

2. The site is situated in a central locality and quite close to the existing Bench Magistrate's Court. The lessee shall be responsible to maintain the premises clean and tidy with all the Sanitary rules and regulations of the Municipality.

3. Tenders must be sealed and superscribed "Tender for the Ground Rent for running the Coffee Club at the site" (now occupied by Mr. Vasudeva Rao) in the compound of the District Office, Bangalore, and specify the rate of Ground Rent per month he is prepared to pay and must be accompanied by a cash deposit of Rs. 50.

4. The period of lease shall extend for three years commencing from 1st April 1933 and the lessee shall take charge of the site and erect a temporary building at his own cost in accordance with the specifications to be specified by the undersigned.

5. The right of accepting or rejecting of any tender will rest with the Assistant Engineer, Headquarter Range, and no enquiries regarding reason for accepting or rejecting any tender will receive any reply.

6. The deposit of unsuccessful tenderers will be refunded in the usual course and that of the successful tederer will be held as security deposit till the date of the expiry of the lease for the due fulfilment of the terms of the contract.

7. The lessee shall be responsible for payment of all water charges, etc., in the said building.

8 Within eight days of the acceptance of the tender, the successful tenderer will be required to execute the usual agreement in default of which his tender will be cancelled and earnest money forfeited.

9. Once the tender has been accepted, no claims for any concession will be entertained.

10. For further particulars and the form of agreement to be executed, the Assistant Engineer, Headquarter Range, will be glad to furnish any reasonable information that may be required by the intending tenderers.